

**John Conlee Enterprises, Inc. and William D. Hall  
Sr. Case 26-CA-16335**

July 13, 1995

**DECISION AND ORDER**

BY MEMBERS BROWNING, COHEN, AND  
TRUESDALE

On March 24, 1995, Administrative Law Judge Frank Itkin issued the attached decision. The Respondent filed exceptions and a supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,<sup>1</sup> and conclusions and to adopt the recommended Order.

**ORDER**

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, John Conlee Enterprises, Inc., Nashville, Tennessee, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

<sup>1</sup> The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enf'd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

The judge inadvertently omitted from his decision the factual basis of our jurisdiction in this case.

The Respondent admitted that it is a corporation with an office and place of business in Nashville, Tennessee, engaged in the business of providing entertainment services. The Respondent also admitted that during the 12-month period preceding the issuance of the complaint it derived income in excess of \$50,000 from the sale of its services to customers located outside the State of Tennessee. Finally, the Respondent admits that, at all material times, it has been an employer engaged in commerce within the meaning of Sec. 2(2), (6), and (7) of the Act.

*Jane Vandeventer, Esq.*, for the General Counsel.  
*Phillip K. Lyon, Esq.*, for the Respondent.

**DECISION**

FRANK H. ITKIN, Administrative Law Judge. An unfair labor practice charge was filed in this proceeding on August 16 and a complaint issued on September 29, 1994. The General Counsel alleged in the complaint that Respondent Employer violated Section 8(a)(1) of the National Labor Relations Act by threatening an employee with discharge because the employee had filed a grievance with the Union, Local 257, American Federation of Musicians. The General Counsel further alleged that Respondent Employer violated Section 8(a)(1) and (3) of the Act by discharging employees

William D. Hall Sr., Rex Wiseman, Jean Ann Wiseman, and Lonney Tate because they had supported the Union and engaged in protected concerted activities. The complaint was amended during and following the close of the hearing.<sup>1</sup> Respondent Employer denied violating the Act as alleged.

A hearing was held on the issues raised on January 11, 1995, in Nashville, Tennessee. And, on the entire record, including my observation of the demeanor of the witnesses, I make the following

**FINDINGS OF FACT**

Respondent Employer, John Conlee Enterprises, Inc., provides entertainment services and is admittedly engaged in commerce as alleged. The Union, Local 257, American Federation of Musicians, is admittedly a labor organization as alleged. John Conlee, the Employer's president and chief operating officer, performs as a country music singer with a group of musicians. Included within this group are the four alleged discriminatees in this case. The evidence pertaining to the Employer's treatment of these four alleged discriminatees as a consequence of their attempt to file a grievance with the Union and engage in related concerted activities is summarized below.

William D. Hall Sr. testified that he started working for the Employer as a musician in early 1980; that he has been a member of the Union for about 15 years; and that he has worked under the Union's "Nashville Road Scale" (G.C. Exh. 2) during the past few years. Hall generally explained his and his coworkers' "pay arrangement" with the Employer, as follows:

We were salaried usually until wintertime and then we would be approached with going possibly to a day rate . . . . During the winter . . . we would work the Grand Old Opry and [the Employer] would deduct that from our salary. Then, as work got worse . . . [the Employer] would put us on a day rate.

Hall noted that the "day rate" was related to the Union's "Nashville Road Scale."

Hall recalled that during February 1994, he and his coworkers, Rex Wiseman, Jean Ann Wiseman, and Lonney Tate, had discussed among themselves the Employer's "pay method."

[W]e had talked amongst each other and felt that it was unfair. And so therefore we went to the Union, or actually made phone calls to the Union, to discuss whether this was fair or unfair . . . we were confused. . . . [The Union] informed us that it was unfair, but before they could do anything we would have to come in as a unit and file a grievance against [the Employer] and then they would take it before the board and make their decision.

<sup>1</sup> The General Counsel and counsel for the Employer filed a joint motion following the close of the hearing to delete the words "John Conlee" from the caption and pleadings filed herein because the General Counsel has withdrawn any claim that "John Conlee as an individual is a Respondent herein." (See ALJ Exh. 1.) The joint motion is granted.

Hall and his coworkers "decided to file a grievance as the Union had advised." General Counsel's Exhibit 3 is a copy of the "grievance" signed by employees Hall, Rex and Jean Ann Wiseman, and Tate on March 4, 1994, stating:

Sections violated: Article XIII, Section 2, Local 257 Nashville Road Scale.

We the undersigned attest that member John Conlee violated the above named sections of the labor agreement. John Conlee routinely, over the course of several years, deducted Opry pay from the weekly salaries of the grievants. John Conlee also changed the pay plan of the grievants over the course of several years from guaranteed salary to day rate, without timely notice, in violation of the labor agreement.

On the following day, March 5, as Hall further testified, Hall had the following conversation with the Employer's road manager and band leader, Steve Sechler,

I [Hall] said, ". . . Steve . . . we've gotten together and we're going to file a grievance with the Union against John [Conlee] over deducting our Opry pay and putting us on a daily rate at will." He [Sechler] looked at me and said, "Well, are you prepared to take the consequences." . . . I said, "What do you mean, fire me." . . . He said, "Well, it's pretty obvious."

Hall noted that the above "grievance" was in fact filed with the Union on March 7, and it was stipulated that the Employer's business manager, David Roberts, "picked up" a copy of the grievance from the Union on March 7. (See Tr. 21 to 22.)<sup>2</sup>

Thereafter, on or about March 9, employee Lonney Tate telephoned Hall apprising Hall that Tate had received a "letter" from the Employer stating, in effect, that the Employer "was sorry to hear of our departure," "wished us luck," and "hated that our relationship had to end this way." (See G.C. Exh. 8.) Hall then instructed Tate that "that's not true," "you should call Mr. Conlee and tell him the truth," "we didn't . . . quit." Hall thereafter also received a copy of the above "letter."<sup>3</sup> In addition, on the following day, March 10, there was a "message" on Hall's telephone an-

<sup>2</sup>The Employer also "picked up" a "redrafted" copy of the "grievance" from the Union on March 13. (See Tr. 23 and G.C. Exh. 4.)

<sup>3</sup>This "letter" from Company President Conlee, dated March 8 (G.C. Exhs. 6, 8, and 11), was sent to Hall, the Wisemans, and Tate, and recites:

I [Conlee] was surprised to hear of your departure from Steve Sechler. Steve reported to me that sometime in the last week you removed all of your personal belongings from the [Employer's tour] bus as well as cleaned out your locker. He also indicated that all of your equipment had been removed. He further reported that bus keys were returned and were left hanging on the rack. Just to satisfy my own mind I also checked the bus and found Steve's report to be accurate.

Given the fact that never before have you cleaned out your locker, taken all of your equipment, etc., it is obvious that you have terminated your relationship with me. I am sorry you have chosen to leave but I thank you for your help over the years and I wish you the best of luck . . .

swering machine from both Company President Conlee and Business Manager Roberts stating:

I [Hall] had been terminated and replaced by other musicians . . . they [the Employer] no longer needed my services . . . I could file for unemployment.

Hall promptly telephoned Conlee and apprised him that "I [Hall] didn't know what Steve had told him, but I had not quit or anything like that." Conlee, in response, then claimed that "he didn't know what was going on."

Hall, the Wisemans, and Tate subsequently received the following letter, dated March 10, from Company President Conlee (G.C. Exh. 5):

After receiving my [Conlee's] letter of March 8, Lonney Tate called to find out his status. I thought the rest of you would have many of the same questions so I am trying to notify all of you by phone and this letter.

Based on the facts described in my March 8 letter [quoted in fn. 3, above], I needed to be sure that I would have a band so all of you have been permanently replaced. Lonney Tate asked about the status of my jobs this weekend and this notice will let you know that you will not be on the list for these jobs and other musicians will be taking your place.

After serious thought I have decided if you file for unemployment benefits not to contest it without regard to my right to do so.

Hall, on March 14, notified Company President Conlee in writing (G.C. Exh. 7):

Thank you for taking time to talk with me on the phone on . . . March 10. I did not receive your letter dated March 8 . . . until March 12 . . . You said in the letter you were surprised to hear of my departure from Steve Sechler. I am sure that I was equally surprised since at no time did I verbally or in written form give any indication that I desired to terminate our working relationship.

Hall further testified with respect to Conlee's claim that Hall and his coworkers had "terminated" their employment because, inter alia, they had "removed all of [their] personal belongings from the [Employer's tour] bus" and items contained in their "locker." (See G.C. Exhs. 6, 8, and 11.) Hall explained:

[W]e came in . . . the afternoon of February 27 . . . prior to filing the grievance . . . Steve [Sechler] was getting in his car and he saw everybody unloading their equipment. I think he turned around and said, what's going on. And, I said, well, we're taking the equipment home and [get] it all cleaned up and repaired.

Hall noted that "there had been other times other than this two week hiatus that [they] had taken equipment out of the bus" in order to do "jobs for other employers" or "to do some repairs." Hall added that he did not tell Company President Conlee that "he had quit working for him" or "imply by taking [his] equipment that [he] had quit." Indeed, "after [he] took [his] equipment out of the [Employ-

er's tour] bus" during late February, he worked for the Employer at the Grand Old Opry on March 4 and 5, 1994.<sup>4</sup>

The testimony of Lonney Tate (Tr. 52 to 62), Rex Wiseman (Tr. 63 to 72), and Jean Ann Wiseman (Tr. 73 to 79) essentially corroborates the above-recited testimony of Hall. Thus, Tate testified that he has been employed as a musician by Respondent Employer for some 3 years and has been a member of the Union for about 6 years. Tate explained that he and his coworkers were advised by the Union that they should file a "grievance" with respect to their complaint about their wages. Tate later received Company President Conlee's March 8 letter (G.C. Exh. 8) and promptly telephoned Conlee to deny, *inter alia*, that he had "told Steve or anybody else in the organization that [he] had quit or resigned from [his] position." Tate asked Conlee "maybe three times, are you firing me," and "he would never definitely say yes or no." Tate apprised Conlee,

if I [Tate] did not have something in writing by Friday afternoon . . . I would be there to work the Grand Old Opry Friday evening and leave to go to Sikeston, Missouri for the [scheduled] dates on the . . . 12th and 13th . . . He [Conlee] told me that there was no need in doing that, that he would send me something . . . that would take care of that. [See G.C. Exh. 9.]

Tate confirmed this conversation in a letter to Conlee dated March 10. (See G.C. Exh. 10.) Tate thereafter received Conlee's March 10 letter (G.C. Exh. 5).

And, Rex Wiseman similarly testified that he has been employed as a musician by Respondent Employer and a member of the Union for about 9 years. He and his wife Jean Ann Wiseman received Company President Conlee's March 8 letter and immediately prepared a written "response" disputing Conlee's assertions that they in effect had resigned or quit their employment. (See G.C. Exh. 12.) He also telephoned Conlee and similarly apprised Conlee that he "hadn't quit." He asked Conlee whether he was "fired," and Conlee responded that there would be "another phone call and letter that should clear that up." (See G.C. Exh. 5.)

Company President John Conlee testified that he is a member of the Union but is not a signatory to its collective-bargaining agreement; he has never "attempted to pay scale or in any other manner comply with the Union contract"; and he is unaware of "any grievance procedures that are applicable" to his business. Conlee claimed that on March 6, 1994, his Road Manager Steve Sechler informed him: "I

think we have a problem." Sechler then related to Conlee "his conversation with Willie Hall following the Opry the night before" pertaining to the "grievance" to be filed by the employees. Hall had told Sechler on the previous evening that Hall and his three coworkers "had signed a grievance and were going to file it with the Union," and Sechler had then asked Hall, "if they were ready for the consequences of that." Sechler also related to Conlee:

I [Sechler] just popped up on the [tour] bus just to look around. . . . All the closets are clear, all the bedding is gone . . . [and] I can't find a piece of anything that belongs to any of [the employees] on the [tour] bus.

Conlee next claimed that, after hearing this, he was in "shock" and "stunned." Conlee checked the tour bus and "it did appear to me that the bus had been cleared and I really didn't think that anybody was coming back." Conlee instructed his Business Manager David Roberts "to call counsel to see where we stood as far as the legalities of the coming weekend contracts." Further, Conlee claimed that he also had heard a rumor that the "John Conlee band was disbanded." Conlee testified:

I had by now concluded that these people were not coming back and so I instructed Steve Sechler to start looking for replacements.

Conlee admittedly had made no effort to "call the employees to see if they were going to show up" for his scheduled engagements.

Instead, on March 8, Conlee wrote employees Hall, the Wisemans, and Tate (see G.C. Exhs. 6, 8, and 11) that "it is obvious that you have terminated your relationship with me." Shortly thereafter, Tate telephoned Conlee and stated that "he hadn't quit," and Conlee responded that "you've been permanently replaced." Rex Wiseman similarly had telephoned "to say that he hadn't quit or they hadn't quit." Conlee added:

In the early conversation with Tate, he [Tate] indicated that he'd be showing up [for their scheduled performances] unless he got clarification of his status. So, thus, the second letter was sent followed up with a phone call.

Manager Steve Sechler testified that about February 26 or 27, 1994, he had observed employee Hall unloading "his amp" from the tour bus. Hall then told Sechler that he, Hall, "was going to clean it up." Sechler noted that Hall and the other employees thereafter worked the Grand Old Opry performance on March 5. After that show, Hall told Sechler about the "grievance," Hall said, "it . . . wasn't fair the way we'd been taking [out] the Opry money." Sechler admittedly replied, "[H]ave you thought about or are you prepared for the consequences." Sechler reported this information to Conlee the following day, March 6. He also reported that "everything was essentially gone" from the tour bus.

Sechler next testified:

Before lunch the next day I [Sechler] received a call from John [Conlee] . . . and his words [were] . . . all

<sup>4</sup> On cross-examination, Hall acknowledged that the Employer is not a signatory to any collective-bargaining agreement with the Union and has "never signed the [Union's] Nashville Road Scale" agreement. Hall believed that "the Nashville Road Scale of Local 257 [agreement] has provisions in it for non-signatory employers to use musicians that are members of the Union." Hall also noted that Conlee and Sechler are members of the Union. In addition, Hall acknowledged that during late February,

We knew we were going to file the grievance. We were in fear of being fired . . . So, we all knew that we had the two week time period that nothing . . . was going on. And so we pretty much told each other . . . we should go ahead and just spring clean and if he fires us then we'll not have to make another trip out here to come and get our equipment off the bus. Of course, we were taking some equipment anyway because we had . . . a job that weekend.

the circumstances point towards a band walkout and we're going to need band members to fulfill our next weekend. Go ahead and start trying to find people.

Sechler assertedly also heard a rumor that "John [Conlee] doesn't have a band anymore" and he reported this rumor to Conlee.

Sechler acknowledged that Hall, during his conversation with Sechler about the "grievance" on March 5, "never mentioned not continuing to work for John Conlee" and "didn't say anything to indicate that he and the others were quitting." Sechler also acknowledged that Conlee had not instructed him "to ask any of the employees why they had taken their equipment home." In addition, Sechler acknowledged stating in his prehearing affidavit that on March 7 he had been asked by Conlee "to secure replacements"; "by that evening I had replacements for that weekend"; "they were not permanent replacements . . . they were per day employees."

David Roberts, the Employer's business manager, testified that the Employer is not a signatory to the Union's contract and there was no agreement with the Union over wages and related terms and conditions of employment. He recalled Company President Conlee telephoning him to say, "there's been a grievance filed with the Union" and "I [Conlee] don't think we have a band." Roberts was "asked" to "check with the Union on the grievance." Roberts thereafter "picked up the grievance," informed Conlee about the contents of the "grievance," and was told "we'd better be checking with our counsel." Roberts thereafter participated in the preparation of the various communications to the employees discussed above. Roberts acknowledged that only three "replacements" were "hired for the weekend." Roberts also acknowledged that "at the time of [his] discussions with Conlee about what to do on the 7th and the 8th there was nothing said about contacting the employees, the band members, to find out what their intent was."

I credit the testimony of employees Hall, Tate, and Rex and Jean Ann Wiseman as summarized above. Their testimony was in large part mutually corroborative, substantiated by uncontroverted documentary evidence, and substantiated by admissions of Respondent's witnesses. And, they impressed me as trustworthy and reliable witnesses. On the other hand, the testimony of Conlee, Sechler, and Roberts was at times vague, unclear, incomplete, and contradictory. Conlee, Sechler, and Roberts did not impress me as reliable witnesses. Accordingly, insofar as the testimony of Hall, Tate, and the Wisemans conflicts with the testimony of Conlee, Sechler, and Roberts, I am persuaded here that the testimony of the former witnesses represents a more complete and reliable account of the pertinent sequence of events.

#### Discussion

Section 7 of the National Labor Relations Act guarantees employees the "right to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection," as well as the right "to refrain from any or all such activities." Section 8(a)(1) of the Act makes it an unfair labor practice for an employer "to

interfere with, restrain or coerce employees in the exercise of" their Section 7 rights. The "test" of "interference, restraint and coercion under Section 8(a)(1) of the Act does not turn on the employer's motive or on whether the coercion succeeded or failed . . . [t]he test is whether the employer engaged in conduct, which it may reasonably be said, tends to interfere with the free exercise of employee rights under the Act." See *NLRB v. Illinois Tool Works*, 153 F.2d 811, 814 (7th Cir. 1946). And, Section 8(a)(3) of the Act, in turn, forbids employer "discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization . . . ."

Further, as restated in *Peter Vitalie Co.*, 313 NLRB 971, 975 (1994),

When employees join to present a grievance concerning wages, hours or working conditions to their employer, their action is concerted. . . . Unless the concerted action is shown to have been conducted in an abusive manner, it is protected under Section 7 of the Act. . . . The employer must have known, or believed, that the action was part of group action or on behalf of a group of employees. . . . When such protected concerted activity is a moving reason for an employer's discipline imposed on an employee, then that adverse action violates Section 8(a)(1) of the Act, unless the employer . . . demonstrates that it would have taken the same action notwithstanding the protected activity. [Citations omitted.]

And, an employer runs afoul of Section 8(a)(1) and (3) of the Act by discriminatorily discharging employees "for filing grievances" with a union and "telling [an employee] that he was discharged for filing a grievance." See *Black Magic Resources*, 312 NLRB 667 (1993).

In the instant case, employees Hall, Tate, and Rex and Jean Ann Wiseman, members of the Union, discussed among themselves their Employer's "pay arrangement." They felt that this "pay arrangement" was "unfair." They then sought the Union's assistance and were advised to file a "grievance." They signed such a "grievance" on March 4, 1994. On the following day, March 5, employee Hall informed Manager Sechler that the employees have "gotten together" and are "going to file a grievance with the Union" protesting the Employer's "pay arrangement." Sechler coercively stated to Hall: "[A]re you prepared to take the consequences," that is, being fired by the Employer. They nevertheless filed their "grievance" on March 7. The Employer received a copy of the "grievance on that same day and, as Company President Conlee acknowledged, was "shock[ed]" and "stunned." On the following day, March 8, the Employer summarily fired the employees.

The Employer claimed in his March 8 letter to the employees that "it is obvious that you have terminated your relationship with me." As the credible evidence of record shows, the employees had not "terminated" their employment and they repeatedly had so advised the Employer both orally and in writing. The Employer nevertheless insisted that they had "terminated" their employment and had been, according to Conlee, "permanently replaced." Elsewhere, Manager Roberts acknowledged that only three "replace-

ments” were “hired for the weekend” and Manager Sechler acknowledged that they were not “permanent replacements.” Indeed, the Employer, in summarily concluding that the employees had “terminated” their employment, had made no effort to contact the employees and verify that this in fact was the case.

I find and conclude that the Employer, angered and annoyed because his employees had sought union assistance and filed a “grievance” protesting “unfair” wages, retaliated against the employees by discharging them, in violation of Section 8(a)(1) and (3) of the Act. I reject as incredible and pretextual the Employer’s claim that these employees had in fact led the Employer to believe that they had quit. The credible evidence of record does not support this and related assertions advanced in justification of the Employer’s plainly coercive and discriminatory conduct. Moreover, although it is true that the Employer in fact had no contractual relationship with the Union, the employees, relying on advice from the Union, were acting reasonably and in good faith when they filed with the Union their “grievance” protesting their “unfair” wages. In short, this record does not support any claim that the employees were resorting to unprotected conduct in support of their complaints over their wages. Further, I find and conclude that Manager Sechler’s admonition to employee Hall, as quoted above, was clearly a threat of retaliation for engaging in union and protected concerted activity, in violation of Section 8(a)(1) of the Act. In this case, it was a threat made good.

#### CONCLUSIONS OF LAW

1. Respondent Employer is engaged in commerce and the Union is a labor organization as alleged.
2. Respondent Employer violated Section 8(a)(1) of the Act by threatening an employee with discharge because the employee had filed a grievance with the Union.
3. Respondent Employer violated Section 8(a)(1) and (3) of the Act by discharging employees William D. Hall Sr., Rex Wiseman, Jean Ann Wiseman, and Lonney Tate because they had supported the Union and engaged in protected concerted activities.
4. The unfair labor practices found above affect commerce as alleged.

#### THE REMEDY

To remedy the unfair labor practices found above, Respondent Employer will be directed to cease and desist from engaging in such conduct or in like and related conduct and to post the attached notice. Affirmatively, Respondent Employer will be directed to offer the discriminatorily discharged employees reinstatement and make them whole for any loss of earnings and other benefits, computed on a quarterly basis from date of discharge to date of proper offer of reinstatement, less any net interim earnings, as prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), plus interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987). Respondent Employer will also be directed to preserve and make available to the Board or its agents on request all payroll records and reports and all other records necessary to determine backpay and compliance under the terms of this decision. And, Respondent Employer will be directed to remove from its files any references to the above

discriminatory discharges and notify the discriminatees in writing that this has been done and that evidence of these discriminatory actions will not be used as a basis for future personnel action against them, in accordance with *Sterling Sugars*, 261 NLRB 472 (1982).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>5</sup>

#### ORDER

The Respondent Employer, John Conlee Enterprises, Inc., Nashville, Tennessee, its officers, agents, successors, and assigns, shall

##### 1. Cease and desist from

(a) Threatening an employee with discharge because the employee had filed a grievance with the Union, Local 257, American Federation of Musicians.

(b) Discriminatorily discharging employees because they supported the Union and engaged in protected concerted activities.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

##### 2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Offer employees William D. Hall Sr., Rex Wiseman, Jean Ann Wiseman, and Lonney Tate immediate and full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, and make them whole for any loss of earnings and other benefits suffered as a result of the discrimination against them, with interest, in the manner set forth in the remedy section of the decision.

(b) Remove from its files any reference to the unlawful discharges of employees William D. Hall Sr., Rex Wiseman, Jean Ann Wiseman, and Lonney Tate and notify the discriminatees in writing that this has been done and that evidence of these discriminatory actions will not be used as a basis for future personnel action against them.

(c) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(d) Post at its facility copies of the attached notice marked “Appendix.”<sup>6</sup> Copies of the notice, on forms provided by the Regional Director for Region 26, after being signed by the Respondent’s authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure

<sup>5</sup> If no exceptions are filed as provided by Sec. 102.46 of the Board’s Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

<sup>6</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading “Posted by Order of the National Labor Relations Board” shall read “Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.”

that the notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

#### APPENDIX

NOTICE TO EMPLOYEES  
POSTED BY ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD  
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT threaten our employees with discharge because they have filed a grievance with the Union, Local 257, American Federation of Musicians.

WE WILL NOT discriminatorily discharge our employees because they have supported the Union and engaged in protected concerted activities.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL offer employees William D. Hall Sr., Rex Wiseman, Jean Ann Wiseman, and Lonney Tate immediate and full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, and make them whole for any loss of earnings and other benefits suffered as a result of the discrimination against them, with interest, in the manner set forth in the remedy section of the decision.

WE WILL remove from our files any reference to the unlawful discharges of employees William D. Hall Sr., Rex Wiseman, Jean Ann Wiseman, and Lonney Tate and notify the discriminatees in writing that this has been done and that evidence of these discriminatory actions will not be used as a basis for future personnel action against them.

WE WILL preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

JOHN CONLEE ENTERPRISES, INC.